



Invitation for Bid

Sealed Bid Sale

Sale Number

33-2022

Compressed Gas Cylinders

Bid Opening Date and Time

AUGUST 9, 2012; 9:00 AM EST

Inspection Period Begins
JULY 23, 2012

Full payment due prior to
release of property.

Department of Defense
DLA Disposition Services
National Sales Office

Invitation For Bid
Sale Number
33-2022

Bid Opening Date
AUGUST 9, 2012; 9:00 AM

Bids will be accepted until opening date and time set for Bid opening.
Bids and all required documentation received after the bid opening date
may be determined late and not considered.

The bid acceptance period must be at least 10 days from the bid opening
or the bid will be considered nonresponsive.

Mail bids to:

SCO, Defense Reutilization and Marketing Service
Bid Room, National Sales Office
74 Washington Ave. N
Battle Creek, MI 49037-3092

Fax bids to:

(269) 961-7568

Place bids electronically and view bid results at:
<http://www.dispositionservices.dla.mil>

Sales Contracting Officer (SCO) for this sale is:
Brett Johnson, (269) 961-5530

Office Hours: 7:30a.m. to 3:30p.m. EST/EDST
Monday - Friday

High Bid information will not be provided before award.
For High Bid information after award, confirm credit of payment, or
comments/recommendations, Please call 1-877-352-2255

Unofficial abstracts are available for download/viewing at the DLA Disposition Services Web site:
www.dispositionservices.dla.mil

Payments

All payments must be made in guaranteed instrument payable in
U.S. dollars to the Treasurer of the United States.

For additional information refer to the payment article in the Conditions of Sale in this catalog.

Credit cards accepted: VISA, Discover, MasterCard and American Express

For European sales assistance call +49(0)611-380-7908.

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Property Location Index

DGSC RICHMOND, 8000 JEFFERSON DAVIS HWY RICHMOND, VA 23297-5000

ITEM 1

Item Description Index

Description	<u>Item Number</u>
Compressed Gas Cylinders:	1

It has been determined that this property is no longer needed by the Federal Government.

List of Sale Items

**ITEM 1 IS LOCATED AT DGSC RICHMOND, 8000
JEFFERSON DAVIS HWY RICHMOND, VA 23297-5000**

1. Compressed Gas Cylinders:

Containing or previously containing hazardous and nonhazardous gases, various conditions, with and without caps and valves, empty to partially empty, various sizes, no culling allowed.

DEMIL CODE A

CONTACT: Philomena Dezon PHONE: 804-279-5848
Inside - WHSE 9, Opensheds E09 and E10

Boxed, banded and loose on pallets which are included in the sale but not the total weight.

Used -

DOT HAZ CLASS: 2.2

5450 EACH

(a) NOTE: The government does not warrant the condition of these cylinders or the gases they may contain, as anything other than unsuitable for government purposes, and they are being sold as-is. If the purchaser intends to use any cylinders for their originally intended purpose, they will first have to be retested and refurbished as necessary at a qualified retesting/refurbishing facility. Disposition of any remaining gases must be managed in accordance with Federal, State, and local laws and regulations. No cylinder obtained from the government will be reused by the purchaser for the transportation of compressed gases (including removal under this sale contract), unless it meets the requirements of 49 CFR Part 173, Subpart G; and the serviceability criteria of the Compressed Gas Association Pamphlet C-6.

(b) Additionally, prior to reuse or resale of government cylinders, the purchaser must obliterate the registered government symbol, by stamping or peening over the symbol, and stamping the new users identification on the cylinder shoulder. The new cylinder identification will be reported to the Bureau of Explosives, 1920 L St. N.W., Washington DC 20096,

(c) Work Requirements: All work required to prepare and remove cylinders offered in this sale solicitation, including the specific tasks detailed herein must be accomplished by the purchaser and verified by a government representative prior to removal of any cylinders. Any labor, equipment, and costs needed to prepare these cylinders for shipment off-site will be the sole responsibility of the purchaser.

(d) Recovery of Gases: All gases which these cylinders may still contain are a part of this sale offering. It is the government's intent that all non-leaking, properly identified, DOT-shippable cylinders will be properly prepared and shipped IAW DOT 49CFR by the purchaser, to the purchaser's facility, with any gases still intact. Cylinders which are not shippable due to their current condition must have the gas removed by the purchaser prior to shipment. All hazardous and non-inert gases must be recovered by the purchaser using their own recovery cylinder(s), recovery equipment and labor. Inert gases may be recovered by the purchaser or vented to the atmosphere using standard industry practices, but all venting operations must be scheduled and approved by the Host Activity's Environmental and Safety Office, prior to any venting taking place. All recovered gases become the property of the purchaser.

(e) Unknowns: The current or previous contents of a cylinder must be determined before any work can be performed on that cylinder, including locating other log identification markings, checking for leaks and pressurization, recovering or releasing contents, or rendering to scrap. If the current or previous contents cannot be determined through visual methods, such as markings, labels, stencils, etc., the cylinder will remain the property of the government and will not be removed.

(f) Acetylene Cylinders: Acetylene cylinders typically retain varying quantities of solvent and acetylene even after evacuation to atmospheric pressure, and require further decontamination prior to being rendered to scrap. Therefore, acetylene cylinders may only be removed intact, and will not be subjected to any scrap-rendering operations prior to removal from government premises.

(g) Scrapping of Hazardous Gas Cylinders: Cylinders which require purging or other decontamination efforts prior to destruction because they contain or previously contained a hazardous gas, may only be removed intact, and will not be subjected to any scrap-rendering operations prior to removal from government premises.

(h) Pressurized cylinders: Cylinders with an internal pressure greater than atmospheric pressure will be considered pressurized and to contain the gas each was designed for, unless otherwise indicated by labeling, stenciling, documentation, etc.

(i) Leaking Cylinders: Any cylinders found to be leaking should be identified to the government representative at the time of discovery. Leaking cylinders must be evacuated to atmospheric pressure, and will not be used to ship any gases off of government premises. All hazardous and non-inert gases must be recovered by the purchaser using their own recovery cylinder(s), recovery equipment, and labor. Inert gases may be vented to the atmosphere using standard industry practices, but all venting operations must be scheduled and approved by the Host Activity's Environmental and Safety Office, prior to any venting taking place. Notwithstanding that provision, the purchaser will ensure that all pressurized cylinders are non-leaking and safe to handle, prior to shipment off of government premises. The purchaser will be responsible for shipping any pressurized cylinders in accordance with 49 CFR 173.301 and all other applicable DOT regulations, including all packaging, labeling, and shipping paper requirements.

(j) Removal of Intact Cylinders: For the purposes of this sale, intact cylinders are defined as cylinders which have not yet been rendered to scrap, regardless of whether they will hold pressure or not. Prior to removal of any intact cylinders from government premises, the purchaser will locate and identify specific information contained on each cylinder (as listed below), and annotate that information into a log provided by the government.

Is the cylinder pressurized or unpressurized
Identity of the gas the cylinder contains or previously contained
Serial number
Ownership markings
Manufacturer's symbol
Service pressure
Size
ICC/DOT Specification markings
Date of Manufacture
Last hydrostatic test date

(k) Verification of Log Information: Purchaser will be responsible for ensuring that all cylinder identification information contained on each cylinder is legible enough for the government representative to verify and compare with the log information. This includes removing any paint, surface rust, labels, etc., which may obscure the applicable permanent markings. The purchaser must provide their own equipment to complete this task, including drop cloths. Purchaser will also be responsible for containerizing and disposing of any resulting paint chips or other debris generated by this process.

(l) Upon receiving the completed log, the government representative will conduct a visual inspection of the prepared cylinders and compare the log information with the results. All the information elements listed above must be present for each cylinder on the log. Cylinders missing one or more elements will NOT be removed and will remain the

property of the government, UNLESS the purchaser renders the item to scrap prior to removal (excluding unknown content, acetylene, and those requiring purging).

(m) Rendering Cylinders to Scrap Prior to Removal: Any or all cylinders may be rendered to scrap prior to removal (excluding unknowns, acetylene, or those requiring purging). Prior to rendering to scrap, all non-inert gases must be recovered by the purchaser using their own recovery cylinder(s), recovery equipment, and labor. Inert gases may be vented to the atmosphere using standard industry practices, but all venting operations will be coordinated with the host activity.

(n) Authorized Methods for Rendering Cylinders to Scrap: Purchaser may use any of the following methods to render a cylinder to scrap; no other methods are authorized:

Method 1: Drill or torch cut a one-and-one-half-inch hole (35 cm) in the exact location of the serial number thereby obliterating the serial number rendering the cylinder unusable and non-repairable.

Method 2: Remove the valve and mutilate/destroy the cylinder threads; then either grind off or using a steel stamp, stamp a series of X's or peen over the serial # and stamp CONDEMNED on the shoulder, top head or neck

Method 3: Cut the cylinder completely in half.

(o) Rendering Cylinders to Scrap After Removal: If the purchaser intends to render cylinders to scrap AFTER removal, then those cylinders are considered intact until rendered to scrap at the purchaser' site, and all identification elements must be entered into the log and verified by a government representative prior to removal. Cylinders missing one or more elements will not be removed and will remain the property of the government, unless the purchaser renders the item to scrap prior to removal (excluding unknowns, acetylene and those requiring purging)

(p) Technical Operations Plan: Prior to commencing any work, the purchaser must submit to the Sales Contracting Officer, a written description of how they plan to carry out the

various requirements involved in the removal of these items. The plan should address any health and safety issues relating specifically to working with compressed gas cylinders and the gases they might contain. The plan should also include brief descriptions of work processes, worker qualifications, personal protective equipment, tools to be used, working hours, transportation issues, and any other information that may be pertinent to the overall operation. The plan will be reviewed by Site Safety Officer and other pertinent government representatives, and no work will take place until all discrepancies or issues are resolved to the satisfaction of the government and the purchaser.

(q) Personnel performing work and their vehicles will be required to be cleared through vehicle registration.

(r) Purchaser should review 49CRF para 172.704 to insure personnel are adequately trained.

THE FOLLOWING ARTICLES APPLY:

PART 05-B: Convict Labor.
 PART 05-C: Contract Work Hours and Safety Standards Act-Overtime Compensation.
 PART 05-D: Liability and Insurance.
 PART 07-E: Dangerous Property.
 PART 07-F: Compressed Gas Cylinders.
 PART 07-C: Transporting Hazardous Materials.
 PART 07-R: Disposition and Use of Hazardous Property.
 PART 07-S: Government's Right of Surveillance.
 PART 07-U: Record Maintenance.
 PART 07-Y: Government's Right to Make Contingent Awards.
 LD: Hazardous Property.

RCRA NOTICE APPLIES: SEE ADDITIONAL GENERAL INFORMATION AND INSTRUCTIONS PAGE.

PRE-AWARD SURVEY APPLIES: SEE ADDITIONAL GENERAL INFORMATION AND INSTRUCTIONS PAGE.

STATEMENT OF INTENT APPLIES AND MUST BE COMPLETED AND SUBMITTED WITH BIDS FOR THIS ITEM.

Demilitarization Codes/Requirements

A DEMIL customer service helpline at 1-877-352-2255 (U.S.) is available 8:00-5:00 EST/EDST to address any demilitarization problems or concerns.

Code	Explanation
A	Non-United States Munitions List (USML)/non Commerce Control List (CCL) Item. No demilitarization required. No Trade Security Controls required. Department of Commerce may impose licensing requirement to certain destinations.
B	USML Items - Mutilation to the point of scrap required worldwide.
C	USML Items - DEMIL-required. Demilitarize installed key point(s) as DEMIL Code "D."
D	USML Items - DEMIL-required. Destroy item and components to prevent restoration or repair to a usable condition.
E	DoD Demilitarization Program Office (DDPO) reserves this code for their exclusive-use only. DEMIL instructions shall be furnished by the DDPO.
F	USML Items - DEMIL-required. Item Managers, Equipment Specialists or Product Specialists shall furnish Special DEMIL instructions.
G	USML Items - DEMIL-required. Ammunition and Explosives (AE). This code applies to both unclassified and classified AE items.
P	USML Items - DEMIL-required. Security Classified Items.
Q	CCL Items - Mutilation to the point of scrap required outside the United States. In the United States, mutilation requirement is determined by the DEMIL Integrity Code (IC). In the U.S., mutilation is required when the DEMIL IC is "3" (Critical FSC/FSG MLI or Sensitive CCLI. Requires mutilation worldwide). Trade Security Controls (TSC) required in the United States.

A copy of the Defense Demilitarization Manual, DOD 4160.28-M may be obtained upon request from DLA Logistics Information Service, ATTN: DLIS/FOI, 74 Washington Avenue N, Battle Creek, MI 49037-3084. Demil Integrity Codes are contained in the DoD 4100.39-M and this manual is also available at the same address.

Additional General Information and Instructions (DRMS Form 82-3 May 89 EF)

See DRMS pamphlet, *Sale by Reference, March 1994*, for General Information and Instructions 1 thru 17.

- 18. Submission of Bids.** Bids must be in the possession of the Sales Contracting Officer by the hour (exact time) specified for the bid opening. Bids must be submitted on the forms provided in this Invitation. Forms must be typewritten or prepared in ink or indelible pencil, and signed by the person submitting the bid. Envelopes containing the bids must be sealed and identified by the name and address of the bidder, the number of the sale, and the date and hour of the bid opening. (See following format.)

NAME _____			POSTAGE REQUIRED
ADDRESS _____			
CITY _____	ST _____	ZIP _____	
SCO, DLA DISPOSITION SERVICES BID ROOM, NATIONAL SALES OFFICE 74 WASHINGTON AVE. N BATTLE CREEK, MI 49037-3092			
SALE NUMBER: 33-2022 BID OPENING DATE: AUGUST 9, 2012; 9:00 AM BIDDER IDENTIFICATION NUMBER: 300-FILL-IN-YOUR-NUMBER			

19. Bids may be submitted via:

- A. U.S. Mail—Users of the U.S. Postal Service (including USPS Express Mail)
- B. Express Mail/Hand Carried Bids—Users of Express Mail Services and hand carried bids.
- C. Electronic Method—Instructions for on-line bidding at <http://www.drms.dla.mil>
- D. Telegraphic Methods (Telegram/Mailgram/Facsimile)—Bids submitted by telegraphic means must be specific and must include the following information:
 - Name and title of sender, Complete firm name (if corporation),
 - Complete address and telephone number,
 - Invitation For Bid Number,
 - Item Number(s) bid on,
 - Unit price and total price,
 - INCLUDE the following statement:
 - "I agree to be bound by all the terms and conditions of this Invitation for Bid".

Bidder's Signature

20. Telephonic bids will not be accepted on this sale.

21. All bids must be addressed and mailed or delivered to:

SCO, DLA Disposition Services
 Bid Room, National Sales Office
 74 Washington Ave. N
 Battle Creek, MI 49037-3092
 Facsimile Number: (269) 961-7568

22. All payments must be addressed and mailed or delivered to:

DLA Disposition Services
 ATTN: Cashier
 74 Washington Ave. N
 Battle Creek, MI 49037-3092
 Facsimile Number: (269) 961-7314

- 23. Personal Checks:** Personal checks will be accepted for payments of debts, interest, liquidated damages, overages and storage charges, for amounts of \$25.00 or less. Make checks payable to the U.S. Treasury.
- 24. Facsimile Notification Of Award:** The bidder may request facsimile notification or award by checking the appropriated block on the Item Bid Page. When requested by the bidder, facsimile notification will be sent simultaneously with the mailing of the contract and will include the contract number and item(s) awarded.
- 25. Disposal Notification to All Purchasers and Sub-Purchasers:** The use, disposition, export and reexport of this property is subject to all applicable U.S. laws and regulations, including the Arms Export Control Act (22 CFR 2751 et seq.); the Export Administration Act of 1979 (560 U.S.C. App. 2401 et seq.); International Traffic in Arms Regulations (22 CFR 120 et seq.); Export Administration Regulations (15 CFR 730 et seq.); Foreign Assets Control Regulations (31 CFR 500 et seq.); and the Espionage Act (37 U.S.C. 791 et seq.) which among other things, prohibits:
- a. The making of false statements and concealment of any material information regarding the use or disposition, export or reexport of the property, and
 - b. Any use or disposition, export or reexport of the property which is not authorized in accordance with the provisions of this agreement.
- Before any export or reexport of this property is attempted, contact the Office of Defense Trade Controls, Department of State and the Bureau of Export Administration, Department of Commerce for export licensing requirements.

ADDITIONAL GENERAL INFORMATION AND INSTRUCTIONS - SEALED BID - CONTINUED**26. ENVIRONMENTAL CONSIDERATION:**

DRMS is committed to protecting the environment. It is the responsibility of this agency, as well as you, our buyers, to ensure that the sale of hazardous property, and the ultimate end use of that property, is performed in an environmentally compliant manner. As such, prior to the award of any hazardous item, each high bidders premises may be subject to an on-site inspection by a government representative.

27. MOTOR CARRIER RATING:

A motor carrier that receives a safety rating from the Federal Highway Administration of "unsatisfactory" and does not improve such safety rating to "conditional" or "satisfactory" within the prescribed regulatory period is prohibited by the Code of Federal Regulations at 49 CFR 385.13 from operating a commercial motor vehicle to transport hazardous material for which vehicle placarding is required. Any motor carrier who operates a commercial motor vehicle in violation of this prohibition may be subject to civil penalties of up to \$25,000 per violation. The assigned rating of a motor carrier may be obtained by providing the motor carrier name, principal office address and the ICC assigned docket number, or the U.S. DOT identification number to: OMC--Safety Rating, P.O. Box 13028, Arlington, VA. 22219 or by calling (703) 280-4001.

28. RESOURCE CONSERVATION AND RECOVERY ACT NOTICE

EPA Hazardous Waste Regulations, 40 CFR Part 260 et seq, published at 45 Federal Register 33063-33285, May 19, 1980, became effective on November 19, 1980. These cradle-to-grave regulations detail the responsibilities of generators, transporters, treaters, storers and disposers of hazardous waste. Civil and criminal penalties are available for noncompliance. While the material offered under this solicitation is not subject to these regulations in its present form, subsequent actions taken with regard to the material may cause a hazardous waste to come into existence. Purchaser is cautioned that he is solely responsible to ascertain the extent to which these regulations effect it and to comply therewith.

29. PRE-AWARD SURVEY

Prior to the award of a contract, the Sales Contracting Officer (SCO) or his authorized representative, will determine whether the potential Purchaser has the necessary permits/licenses, experience, organization and technical qualifications (either through its own facilities or the facilities of another firm) to handle materials of the nature offered herein and is capable of complying with all applicable Federal, State and Local Laws, Ordinances and Regulations.

Inspection Dates and Times

INSPECTION DATE (EXCLUDES SATURDAYS, SUNDAYS, AND FEDERAL/NATIONAL HOLIDAYS).

BEGINS: 07/23/12 8:00 A.M. TO 3:00 P.M., LOCAL TIME EXCEPT:

ITEMS(S):

HOURS:

1

7:30AM - 3:30PM

Conditions of Sale (DRMS Form 83 Jan 98 Computer Generated)

The General Information and Instructions and General and Special Conditions of Sale are hereby incorporated by reference and become a part of this Invitation for Bids and any contract resulting from acceptance of bid submitted pursuant to this Invitation for Bids as fully as though such Instructions, Term and Conditions had been specifically set forth herein. The Instructions, Term and Conditions are contained in Defense Reutilization and Marketing Service pamphlet entitled *Sale by Reference - Instructions, Terms and Conditions Applicable to Department of Defense Personal Property Offered for sale by Defense Reutilization and Marketing Service dated March 1994*, and may be obtained from the DRMS Web site, www.drms.com or upon request from the Defense Logistics Information Service Freedom of Information Office. Their address is DLIS/VSM, 74 Washington Avenue N, Suite 7, Battle Creek, MI 49037-3084.

The specific Instructions, Terms and Conditions applicable to this sale are as follows:

DRMS pamphlet *Sale by Reference, March 1994*:

- Part 1: **General Information and Instructions** (DRMS Form 81, Oct 93): Complete except: Paragraph 6 should read: Any sale or use tax imposed by any state, country or political subdivision will be paid by the Purchaser; Delete paragraph 3.
- Part 2: **General Sale Terms and Conditions** (Standard Form 114C, Jun 86 ed., and DRMS Form 84, Oct 93). All Conditions.
- Part 3: **Special Sealed Bid Conditions** (Standard Form 114C-1, Jan 70 ed., and DRMS Form 99, Oct 93). All Conditions except Article A and E.
- Part 5: **Additional Special Circumstance Conditions - Miscellaneous** (DRMS Form 86, Oct 93). As specified in item description.
- Part 6: **Additional Special Circumstance Conditions - Demilitarization and Mutilation** (DRMS Form 95, Oct 93). As specified in item description.
- Part 7: **Additional Special Circumstance Conditions - Hazardous and Dangerous Property** (DRMS Form 98, Oct 93). As specified in item description.
(Except 07-T, Right of Refusal will not apply)

In addition to the above, the following is also incorporated as part of this sale:

CONDITIONS OF SALE - SEALED BID - CONTINUED

Articles

Article B01: Bid Deposits And Payment

(a) A bid deposit is not required on this sale. Full payment is required prior to removal in accordance with DRMS Pamphlet, Sale By Reference, March 1994, Part 2, Condition 6.

(b) All payments, including those for storage charges, liquidated damages, and interest, must be in U. S. currency in the form of cash, cashier's check, certified check, traveler's check, bank draft, money order, credit card (Mastercard, Visa, Discover Card or American Express) or debit card (Master Card or Visa). Make checks payable to the U.S. Treasury. When a credit/debit card is used as payment, the credit card number, the name as printed on the credit card, and the expiration date must be provided. If more than one credit card is used, the bidder must identify the exact monetary amount to be applied against each credit card. **NOTE: The maximum dollar amount allowed for credit card transaction is \$49,999. You may not split individual transactions greater than \$49,999 into two or more transactions over one or multiple days. Any attempts to do multiple transactions on the same day with the same credit card that causes the total charge to exceed the limit of \$49,000 will be rejected. There is no maximum dollar amount for debit card transactions.** Bidders whose payment is accompanied by a letter of credit, or who have an approved bid bond (SF24 or SF34) on file may make payments by uncertified personal or company checks, but only up to an amount equal to the penal sum of their bond or the amount of their letter of credit.

(c) If, for any reason, a bidder's uncertified check is not honored for payment by the payee's bank upon initial presentment, the Government may, after notifying the bidder, require the bidder to make all future payments by cash, cashiers check, certified check, traveler's check, bank draft or money order.

(d) Successful bidders that wish to make payment via credit card for property awarded can do so by providing language substantially as follows:

I (WE) AUTHORIZE THE SALES CONTRACTING OFFICER TO OBTAIN PAYMENT BY
CREDIT CARD FOR ANY ITEMS I AM (WE ARE) AWARDED ON THIS SALE.

Any necessary adjustments in accordance with the condition of sale entitled "Adjustment or Variation in Quantity or Weight" will be applied to the card as a debit or credit.

(e) Personal checks will be accepted for payments of debt interest, liquidated damages, overages and storage charges for amounts of \$25.00 or less.

(f) All payments should be addressed and mailed or delivered to:

Defense Reutilization and Marketing Service
ATTN: Cashier
74 N. Washington
Battle Creek, MI 49037

Credit card payments may be faxed to: 269-961-7314

Article B07: Change In Contract Clauses:

The terminology "Strategic List" and "SLI" appearing in Article J: STRATEGIC LIST ITEMS (SLI) and Article K: MUNITIONS AND STRATEGIC LIST ITEM (mli/sli) COMPLIANCE found at Part 5 of the sale by reference pamphlet dated March 1994 is deleted and "Commerce Control List" and "CCLI", respectively, is substituted therefore. All other language remains unchanged and in full force and effect.

Article LD: Hazardous Property

The Government cautions that the subject item, material, or substance, or one or more components, parts, constituents or ingredients thereof may be corrosive, reactive, ignitable or exhibit other hazardous or toxic properties. The Government assumes no liability for any damage to the property of the Purchaser, to the property of any other person, or to public property, or for any personal injury, illness, disability or death to the Purchaser, Purchaser's employees, or any other person subject to Purchaser's control, or to any other person including members of the general public, or for any other consequential damages arising from or incident to the purchase, use, processing, disposition, or any subsequent operation performed upon, exposure to or contact with any component, part, constituent or ingredient of this item, material or substance. The Purchaser agrees to hold harmless and indemnify the Government for any and all costs and expenses incurred incident to any claim, suit, demand, judgment, action, debt, liability costs and attorney's fees or any other request for monies or any other type of relief arising from or incident to the purchase, use, processing, disposition, subsequent operation performed upon, exposure to or contact with any component, part, constituent or ingredient of this item, material or substance, whether intentional or accidental.

Loading Table

(See DRMS pamphlet, "Sale By Reference, March 1994", Part 2, Condition No. 8, Standard Form 114C)

Removal Days

TIME FOR REMOVAL. The removal period is established on the basis that a written notice of award will be made within seven days after Bid Opening Date. Should the written notice of award on any item(s) not be made within that time an appropriate allowance will be made in the date of removal for such items.

Property must be removed by: 180 DAYS AFTER AWARD DATE, ITEMS: 1

Loading Legend

- I - Government will load
 - (a) Rail
 - (b) Truck or Trailer
- II - Government will load - Open top conveyance only
 - (a) Rail
 - (b) Truck or Trailer
- III - Purchaser must load (no government assistance)
 - (a) Rail facilities available adjacent to property
 - (b) Rail facilities available on the installation but remote from property
 - (c) No rail facilities available
- IV - Other

ITEM	LOCATION	LOADING LEGEND
1	DGSC RICHMOND, VA	IV -Other loading options

LOADING HOURS: 8:00 A.M. TO 3:00 P.M. LOCAL TIME EXCEPT:

ITEM(S):	HOURS:
1	7:30AM - 3:30PM

FOR DRMOs HAVING A FLEXIBLE WORKWEEK AND/OR DIFFERING REMOVAL TIMES, PLEASE REFER TO THE SPECIAL NOTICE SECTION.

Loading Notes

ITEM(S): 1

Purchaser will be required to supply indoor/outdoor Material handling equipment (MHE) and operator during the removal process. MHE and other equipment will be allowed to remain on site overnight throughout the term. Personnel performing work and their vehicles will be required to be cleared through vehicle registration. A 48 hour notice is required prior to inspection and/or removal of property.

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Change of Information Page

If you are a current bidder and any of the following information has changed, please indicate those changes below.

Your Bidder Number: 300_____

Old Information

PLEASE PRINT YOUR INFORMATION.

Last Name _____
First Name _____
Company Name _____
Attention _____
Physical Address _____ (no P.O. Box)
City _____
State _____
ZIP Code _____
Mailing Address _____
City _____
State _____
ZIP Code _____
Phone Number _(_____)_____
FAX Number _(_____)_____

New Information

PLEASE PRINT YOUR INFORMATION.

Last Name _____
First Name _____
Company Name _____
Attention _____
Physical Address _____ (no P.O. Box)
City _____
State _____
ZIP Code _____
Mailing Address _____
City _____
State _____
ZIP Code _____
Phone Number _(_____)_____
FAX Number _(_____)_____

Please submit this page with your bid.

Limited Bid Acceptance Period

Please be aware that if you indicated a limited bid acceptance period of less than 60 days, on the Sale of Government Property Item Bid and Award Page, and the Government wishes to perform an on-site inspection or pre-award survey of the premises as indicated on the Statement Of Intent Form (DRMS Form 1645). The award may not be completed on time and you may lose consideration for award.

Sale of Government Property Item Bid and Award Page

Address your bid to: DLA Disposition Services Bid Room, National Sales Office 74 Washington Ave. N Battle Creek, MI 49037-3092 Sale No: 33-2022	Bids will be opened at: DLA Disposition Services National Sales Office 74 Washington Ave. N Battle Creek, MI 49037 Date: AUGUST 9, 2012; 9:00 AM
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Bids will be publicly opened on the date and time specified, subject to:

1. TERMS AND CONDITIONS

- ☒ General Sale Terms and Conditions, SF 114C, Jun. 86 ed.; and
 Special Sealed Bid Conditions, SF 114C-1, Jan. 1970 ed
☒ Terms/conditions incorporated herein by reference;
☒ Special terms/conditions incorporated into the Invitation for Bid;

2. PAYMENT REQUIREMENTS

- ☒ Bidder is required to pay for any or all of the items listed on the Item Bid Page(s) at the price bid for each item, in accordance with Article B01.

BID (This section to be completed by the Bidder)

In compliance with the above, the undersigned offers and agrees, if this Bid is accepted within _____ calendar days (60 calendar days if no period is specified by the Government or the Bidder, but not less than 10 calendar days) to pay for and remove the property. The total amount is \$ _____.

THE BIDDER (Check appropriate boxes)

1. ☐ has, ☐ has not, inspected the property on which the bid is submitted.
 2a. ☐ is, ☐ is not, an individual or a small business. (CFR, Title 13, Chapter 1, Part 121, Sec. 121.3-9, for the definition of small business.)
 2b. ☐ 25 employees or less; ☐ 100 employees or less

Complete the following only if the total amount of the bid(s) exceeds \$25,000.

- 3a. ☐ has, ☐ has not, employed or retained any company or person (other than a full-time, bona fide employee working solely for the Bidder) to solicit or secure this contract, and
 3b. ☐ has, ☐ has not, paid or agreed to pay any company or person (other than a full-time, bona fide employee working solely for the Bidder) any fee, commission, percentage or brokerage fee, contingent upon or resulting from the award of this contract; and agrees to furnish information relating to (a) and (b) above as requested by the Contracting officer, (For interpretation of the representation, including the term "bona fide employee", see CFR, TITLE 41, SUBPART 101-45.3.)

Name and address of bidder (Street, City, State, and Zip Code) (type or print) - (MUST be the same as on envelope) Telephone number: Bidder identification no. (If assigned) 300 _____ Bidder's Tax ID or SSN _____	Signature of person authorized to sign this bid	
	Signers name and title (type or print)	Date of bid

Acceptance by the Government (This section for Government use only)

Accepted as to item(s) numbered (For acceptance information see DRMS Form 1427 attached)	United States of America By: (Contracting Officer)	Date of Acceptance
Total Amount	Contract Number(s)	Name and Title of Contracting Officer

Sale of Government Property
Item Bid Page

Enter a price per unit in the "Unit Price" column and extend the total to the "Total Price Bid" column when bids are solicited in units of each, foot, pound, etc. Enter only a total price for the lot in the "Total Price Bid" column when bids are solicited by the lot.

Item Number	Unit Price Bid	Total Price Bid	Item Number	Unit Price Bid	Total Price Bid	Item Number	Unit Price Bid	Total Price Bid

☐ Bidder may request facsimile notification of award by checking this block. Your facsimile number is: _____

Bid number: (To be filled in by sales office)		Name of bidder and identification number, if applicable (type or print)
--------------------------------------------------	--	----------------------------------------------------------------------------

PRIVACY ACT NOTICE

In accordance with Privacy Act (5 U.S.C 552a), the following notice is provided: The information requested on this form is collected pursuant to section 31001 of the Debt Collection Improvement Act of 1996 (Pub.L. 104-134) for purposes of collecting and reporting on any delinquent amounts arising under or relating to any contract awarded to you as a result of this sale. The information collected is mandatory. Failure to provide the information prior to contract award will result in rejection of your bid or offer. Routine uses which may be made of the collected information are as follows:

1. Disclosure where pertinent in any legal proceeding to which GSA is a party before a court or administrative body.
2. Disclosure to the Department of Justice, U.S. Attorney, or the Department of Treasury, or the Department of Treasury in a proceeding when (a) the United States, GSA, a component of GSA, or when arising from his/her employment, an employee of GSA, is party to litigation or anticipated litigation or has an interest in such litigation, and (b) GSA determines that the disclosure is relevant or necessary in the litigation.
3. Disclosure to a Member of Congress or a congressional staff member in response to any inquiry from that congressional office made on behalf of and at the request of the individual about whom the record is maintained.
4. Disclosure to any Federal agency where the debtor is employed or receiving some sort remuneration for the purpose of enabling that agency to collect a debt owed the Federal government on GSA's behalf.
5. In the event a record indicates a violation or potential violation of law, whether civil, criminal, or regulatory in nature, and whether arising by general statute or particular program statute or regulation, rule or order issued pursuant thereto, disclosure to the appropriate Federal agency and/or state or local agencies charged with the responsibility of investigating or prosecuting such violation or charged with enforcing or implementing the statute, rule, regulation or order.
6. Disclosure to a Federal agency in response to a request in connection with hiring or retention, the letting of a contract, or the issuing a license, grant, or other benefit.
7. Disclosure to a debt collection contractor or to other Federal agencies for the purpose of collecting and reporting on delinquent debt.
8. Disclosure for purposes of debt collection, publication or public dissemination regarding the identity of delinquent non-tax debtors and the existence of non-tax debts.
9. Disclosure to credit reporting agencies/credit bureaus for the purpose of adding to a credit history file or obtaining a credit history file or comparable credit history information for use in the administration of debt collection.
10. Disclosure to the Internal Revenue Service to: (1) obtain mailing addresses to locate a taxpayer to collect a Federal claim against the taxpayer; or (2) offset a Federal claim against a taxpayer's income tax refund.
11. Disclosure to the Internal Revenue Service and applicable state and local governments for tax reporting purposes.
12. Disclosure to banks enrolled in the Treasury Credit Card Network to collect payment or debt when the individual has given his/her credit card number for this purpose.
13. Disclosure to Treasury or other Federal agencies with which GSA has entered an agreement for debt collection cross servicing operations to satisfy, in whole or in part, debts owed the U.S. Government.
14. Disclosure to Treasury, government corporations, state or local agencies, or other Federal agencies to conduct computer matching programs to identify and locate individuals who are receiving Federal salaries or benefit payments in order to collect the debts by voluntary repayment or administrative or salary offset.
15. Disclosure to the National Archives and Records Administration for records management inspections.
16. Disclosure for any other use specified by GSA in the system of records entitled "Credit Data on individual Debtors, PPFM-7," as published in the Federal Register periodically by GSA.

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Credit Card Information

Please Note

Credit Card authorization must be received before pick up of property will be allowed, and remember fraudulent use of credit cards will result in your being recommended for debarment from the DRMS sales program.

After awards are complete, if a credit card is to be used as a payment, complete the following information and return by facsimile to (269) 961-7314.

(Please type or legibly print information)

First Name: _____ Last Name: _____

Company Name: _____

Card Holder Name: _____

Address: _____

City: _____ State: _____ Zip Code: _____ - _____

Phone Number: _____

Master Card () Visa () Discover () American Express ()

Credit Card Number: _____

Expiration Date: Month _____ Year _____

I (we) authorize the sales contracting officer to obtain payment by credit card for:

Contract Number: _____ Item (s) _____

Amount Authorized for payment: _____

Authorized Signature

Date

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STATEMENT OF INTENT

NOTE: The bidder has a duty to demonstrate responsibility and compliance with federal, state, county, city or local environmental/safety regulations or ordinances on the use and storage of Hazardous Property (HP) to qualify for an award. The DRMS Sales Contracting Officer may use the bidder's failure to provide complete or accurate information on this basis to deny the award.

Completion of ALL information is Mandatory.

SECTION 1. BIDDER INFORMATION

If bidder is agent, check here ☐

a. NAME AND PHONE NUMBER OF PRINCIPAL

b. PRINCIPAL'S ADDRESS

c. PLEASE LIST OTHER BUSINESS OR NAMES USED BY THE PRINCIPAL BIDDER

d. NATURE OF BUSINESS

- ☐ (1) BROKER, MARKETER, RETAILER or WHOLESALER
☐ (2) TREATMENT, STORAGE AND/OR DISPOSAL FACILITY
☐ (3) OTHER (Specify) _____

e. INDICATE ALL RELEVANT TRAINING AND EXPERIENCE RELATED TO THE USE AND STORAGE OF HAZARDOUS PROPERTY.

BIDDER MUST INDICATE THE ITEM(S) FOR WHICH THE INFORMATION IN THIS SECTION APPLIES.

SECTION 2. DESTINATION OF PROPERTY

NOTE: LIST THE ACTUAL STREET ADDRESS WHERE THE PROPERTY IS TO BE DELIVERED. POST OFFICE BOXES ARE NOT ACCEPTABLE.

- a. ☐ 1. PRINCIPAL BIDDER(S)
☐ 2. OTHER (List) _____

NAME, ADDRESS AND PHONE NUMBER OF DESTINATION

EPA ID NO. AND/OR LICENSE/PERMIT(S) NO. (Mandatory if facility is regulated by federal/state or local authorities)

TYPE(S) OF ACTIVITY DESTINATION POINT IS LICENSED/PERMITTED FOR:

b. DOES THE PRINCIPAL OWN THE STORAGE FACILITY? ☐ YES ☐ NO

IF THE STORAGE FACILITY IS NOT OWNED BY THE PRINCIPAL, PROVIDE THE NAME AND PHONE NO. OF THE OWNER AND THE RELATIONSHIP BETWEEN THE PARTIES. IF THE STORAGE FACILITY IS RENTED, DOES THE LEASE SPECIFICALLY INCLUDE THE STORAGE OF HAZARDOUS PROPERTY? ☐ YES ☐ NO IF YES, ENCLOSE A COPY OF THE LEASE AGREEMENT.

c. PROVIDE THE NAME, ADDRESS AND PHONE NO. OF THE FEDERAL/STATE ENVIRONMENTAL REGULATORY AGENCIES AND/OR NON-EMERGENCY PHONE NO. FOR THE LOCAL, STATE, COUNTY, CITY OR OTHER AGENCY THAT HAS JURISDICTION FOR FIRE/SAFETY INSPECTIONS OR WOULD RESPOND TO EMERGENCIES WHERE THE PROPERTY WILL BE STORED. FAILURE TO ACCURATELY COMPLETE THIS BLOCK WITH REQUESTED INFORMATION MAY RESULT IN YOUR BID BEING NON-RESPONSIVE AND ULTIMATELY NO AWARD. (911 is Not Acceptable)

d. LIST ALL FEDERAL/STATE/LOCAL ENVIRONMENTAL REGULATORY AGENCIES THAT HAVE INSPECTED THE FACILITY/BUSINESS OR THE DESTINATION SITE DURING THE PAST TWO (2) YEARS. INCLUDE THE NAME OF THE INSPECTORS, AND THE NAME, ADDRESS, AND PHONE NO. OF EACH AGENCY. FAILURE TO ACCURATELY COMPLETE THIS BLOCK WITH REQUESTED INFORMATION MAY RESULT IN YOUR BID BEING NON-RESPONSIVE AND ULTIMATELY NO AWARD.

STATEMENT OF INTENT (CONTINUED)

SECTION 3. SPECIFIC USAGE *(Insert Item Number(s) as Appropriate)*

a. AS A PURCHASER, I WILL:

- ☐ (1) RESELL ITEM(S): _____
- ☐ (2) USE ITEM AS INTENDED: _____
- ☐ (3) SCRAP ITEM(S) FOR RECOVERY OF CONTENTS: _____
- ☐ (4) RE-REFINE/REPROCESS ITEM(S) _____
- ☐ (5) OTHER *(Specify Item and Use)* _____

b. IF ITEM(S) ARE RESOLD, LIST ALL CUSTOMERS AND PROVIDE ALL APPLICABLE INFORMATION REQUESTED IN SECTION 2, PARAGRAPHS C & D OF ABOVE FOR EACH CUSTOMER. USE ADDITIONAL PAPER IF NECESSARY AND ATTACH TO THIS FORM.

SECTION 4. ACKNOWLEDGEMENTS

- a. Bidder acknowledges the responsibility to comply with ALL applicable federal/state/local laws, ordinances, and regulations with respect to processing, storing or using the material 29 CFR OSHA, transporting, handling 49 CFR and disposal of items with respect to the environment, specifically 40 CFR Part 260 et seq.
- b. Bidder acknowledges that no false statements have been made or any information concealed regarding the business, disposition of the property, or compliance history.
- c. Bidder acknowledges that sanctions may be imposed against any persons who knowingly/unknowingly violates any law relative to environmental protection, illegal transportation or storage/safety requirements/regulations or who knowingly falsifies or conceals information regarding the business, disposition, violation or use of the property and may include the denial of any future participation in the DoD Surplus Sales Program.
- d. Bidder acknowledges that the information provided in this statement will be considered a part of the bid under the IFB, and a part of the contract of sale if the bid is accepted by the United States of America.

SECTION 5. CERTIFICATION

I CERTIFY THAT ALL OF THE INFORMATION GIVEN IN THIS STATEMENT IS TRUE AND CORRECT, AND THAT I HAVE NOT KNOWINGLY OMITTED ANY ADDITIONAL INFORMATION WHICH IS INCONSISTENT WITH THIS STATEMENT. I UNDERSTAND THAT THIS STATEMENT IS INCORPORATED BY REFERENCE INTO ANY RESULTING CONTRACT OF SALE WITH THE U.S. GOVERNMENT. PRIOR TO EFFECTING ANY CHANGE OF FACT OR INTENTION FROM THAT STATED HEREIN OR IN ANY PRIOR AMENDMENT, WHETHER OCCURRING BEFORE OR AFTER THE RELEASE OF PROPERTY UNDER CONTRACT, I WILL SUBMIT A WRITTEN REQUEST FOR AMENDMENT OF THIS STATEMENT TO THE DRMS CONTRACTING OFFICER. I AGREE THAT I WILL NOT EFFECT SUCH CHANGES WITHOUT FIRST RECEIVING THE WRITTEN APPROVAL OF THE DRMS CONTRACTING OFFICER.

DATE OF SIGNING

SIGNATURE OF OFFICIAL BIDDER

PRINT OR TYPE NAME OF BIDDER

STATEMENT OF INTENT (Continued)

SECTION 6. SPECIFIC USAGE

As a purchaser, I will:

(a) Ensure that a minimum of 75% of the hazardous property purchased from DRMS will be managed by one of the following methods within 12 months of the purchase date: (Specify Item)

- ☐ (1) Resell Items:
☐ (2) Use Item as Intended:
☐ (3) Scrap Item(s) For Recovery of Contents:
☐ (4) Re-Refine/Reprocess Item(s):
☐ (5) Other (Specify Item and Use)

(b) Maintain accurate log which records management of hazardous property by one of the following methods for purchases from DRMS: (Specify Item)

- ☐ (1) Resell Items:
☐ (2) Use Item as Intended:
☐ (3) Scrap Item(s) For Recovery of Contents:
☐ (4) Re-Refine/Reprocess Items(s):
☐ (5) Other (Specify Item and Use):

(c) Provide DRMS Sales Office with a Semi-Annual Report (See section 7) June 1st and December 1st recording management of hazardous property received from DRMS by one of the following methods: (Specify Item)

- ☐ (1) Resell Items:
☐ (2) Use Item as Intended:
☐ (3) Scrap Item(s) For Recovery of Contents:
☐ (4) Re-Refine/Reprocess Items(s):
☐ (5) Other (Specify Item and Use):

NOTE:

If the conditions of these requirements are not met, DRMS will not consider releasing any further property to you until the requirements have been satisfied.

Printed Name of Buyer(s)

Signature of Buyer(s)

Date Signed

SECTION 7. SEMI-ANNUAL REPORT

a. NAME OF ITEM

b. UNIT OF ISSUE

c. QUANTITY

d. CONTRACT NUMBER(s) (provide the contract's waste form #)

e. STORAGE LOCATION

f. DATE OF REMOVAL (n/a if item stored in original location)

g. POINT OF CONTACT (POC) IF DIFFERENT FROM ORIGINAL DESTINATION:

PRINTED NAME
ADDRESSTELEPHONE NUMBER
SIGNATURE

h. IF PROPERTY IS RESOLD BUYER(s)

PRINTED NAME
ADDRESSTELEPHONE NUMBER
DRMS SALES CONTRACTOR SIGNATURE

**DEFENSE LOGISTICS AGENCY**

DLA DISPOSITION SERVICES
74 WASHINGTON AVENUE NORTH
BATTLE CREEK MI 49037-3092

IN REPLY
REFER TO

J-422

April 2, 2012

Dear Customers:

DLA Finance has advised DLA Disposition Services that the US Department of Treasury, Financial Management Service (FMS) has released policy statement A-2012-2 to announce upcoming changes pertaining to limitations on credit and debit card transactions.

Therefore, we are advising our sales customers of the policy changes regarding credit card payment limitations that will be effective on **June 30, 2012**. The new policy lowers the maximum dollar amount allowed for a credit card transaction to \$49,999.

Large dollar card transactions are costlier for the Federal Government than small dollar transactions. We incur a variety of fees for each transaction, the largest of which is an interchange fee based on a percentage of the dollar value of the transaction. Paying high fees for accepting credit card transactions is not in the Federal Government's best interest.

Agencies may not split individual transaction greater than \$49,999 into two or more transactions over one or multiple days. Splitting a transaction violates the credit card network and FMS rules. For a customer that attempts multiple transactions on the same day with the same credit card, those transactions that cause the total charge to exceed the limit of \$49,999 will be rejected.

This policy also eliminates the maximum dollar amount for debit card transactions. Therefore, DLA Finance will accept and process VISA/MasterCard branded Debit card for payments. Other acceptable forms of payments are cash, certified check, cashier's check, travelers check, bank draft, or money order.

Currently our DLA Finance is working with both the FMS and the Card Acquiring Service to see if any alternatives are available for our public sale buyers. In the meantime, the above policy will be implemented effective on **June 30, 2012** for the credit card transaction limitation to \$49,999.

A handwritten signature in cursive script, reading "Guy M. Stutzman".

GUY STUTZMAN
Chief, Sales Branch
Customer Support